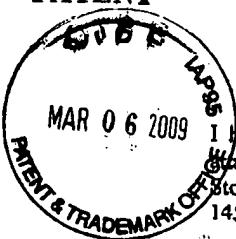


PATENT



CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this correspondence (along with any paper referred to as being attached or enclosed) is being faxed to 571-273-2885 on the date shown below to Mail Stop Issue Fee, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450.

Date: 3/6/09


Ravi Dipali

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent application of:

Applicant(s): Lucie Germain, *et al.*

Examiner: Herbert J. Lilling

Serial No: 10/522,010

Art Unit: 1657

Filing Date: November 9, 2005

Mail Stop Issue Fee
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

ISSUE FEE TRANSMITTAL

Dear Sir:

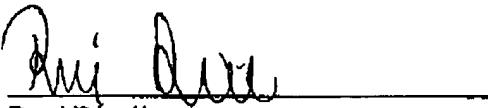
Applicants' representative submits herewith the Issue Fee Transmittal form and corresponding change of Correspondence and Fee Address forms for the subject patent application. Additionally, a statement under 37 CFR 3.73(b), wherein supporting documentation for the assignment of the patent application, is included. The supporting documentation includes the portions of the Asset Purchase Agreement of December 20, 2006, which identifies patents listed in Schedule B that are subject to assignment to Organogenesis Inc. Schedule B (with irrelevant portions redacted out) identifies the subject patent application (Pub. # US20060128010), and a copy of the recorded Confirmatory Patent Assignment is provided herein. A credit card authorization form is included to cover the issue and publication fees.

CONCLUSION

In the event any additional fees are due in connection with this document, or should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicants' undersigned representative at the telephone number below.

Respectfully submitted,

ORGANOGENESIS, INC.



Ravi Dipali
Reg. No. 60,553

ORGANOGENESIS INC.
150 Dan Road
Canton, MA 02021
Telephone (781) 615-1813

ASSET PURCHASE AGREEMENT

made and entered into in Montréal, Québec, Canada as of December 20, 2006 (the "Agreement").

BETWEEN:

RAYMOND CHABOT INC., a legal person duly incorporated as according to law, having its head office and place of business at 600 De la Gauchetière West Street, suite 1900, in the city of Montreal, province of Quebec, H3B 4L8, herein acting in its capacity of interim receiver authorized by the Court to proceed with the sale of certain assets of Biogentis inc., represented by Mr. Jean Gagnon, C.A., CIRP;

(the "Vendor")

AND:

ORGANOGENESIS INC., a legal person duly incorporated as according to law and having its head office at 150 Dan Road, Canton, Massachusetts, 02021, USA, represented by Gary S. Gillheeney;

(the "Purchaser")

**AND TO WHICH
INTERVENES:**

BIOGENTIS INC., a legal person duly incorporated as according to law and having its head office at 140, Grande-Allee Street East, Suite 800, Quebec City, Province of Quebec, G1R 5M8, represented by Fractan Lawtors and Mano Thomas, its their administrators, duly authorized for all purposes hereof in virtue of a resolution of the board of directors adopted on December 20, 2006, a copy of which is attached hereto;

("Biogentis")

WHEREAS, on July 7, 2005, Biogentis filed a notice of intention to make a proposal to its creditors under the *Bankruptcy and Insolvency Act*;

WHEREAS, on July 18, 2005, upon the application of Biogentis, the Vendor was appointed interim receiver for the property of Biogentis, and was given the following powers, in particular, by the court:

- a) "(...) to do any act or thing with a view to attracting an investor or a potential purchaser of the assets (...);"
- b) "(...) in the event of a satisfactory purchase offer, to apply to the court to authorize the interim receiver to sell the assets of the Applicani/Debtor for and on its behalf;"

WHEREAS, as a result of the process of soliciting offers implemented by the Vendor for the sale for and on behalf of Biogentis of all the rights, titles and interests of Biogentis, on July 14, 2006, the Purchaser submitted a purchase offer to the Vendor for the acquisition of the rights, titles and interests of Biogentis in the assets described herein, which offer was accepted by the Vendor;

WHEREAS the validity of this Agreement is conditional upon the Vendor obtaining a judgment authorizing it to sign and conclude this Agreement in accordance with the terms and conditions set forth herein, and is also conditional upon the said sale of the Assets being free and clear of any security interests, hypothecs or charges which may affect them;

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. PREAMBLE

The preamble shall form an integral part of this Agreement.

2. SALE, ASSIGNMENT AND TRANSFER

2.1 Purchased Assets

Upon the terms and subject to the conditions set forth in this Agreement, Vendor hereby sells, assigns and transfers to Purchaser, for and on behalf of Biogentis, and Purchaser purchases and acquires from Vendor, free and clear of any charges, all of Biogentis' right, title and interest, in and to all of the intellectual property rights related to tissue engineering (hereinafter the "Business") as described in the letter of offer dated March 26, 2006 and in Purchaser's letter dated July 14, 2006 to Aviran bio-Technologies, a copy of which are attached hereto as Schedule A, including without limitation, the following rights (collectively, the "Purchased Assets"):

- Any and all intellectual or industrial property rights, domestic and foreign, owned by Biogentis and relating to the Business, including but not limited to, all patents and patent applications (including any provisionals, continuations, divisions, continuations-in-part, reissues, renewals, reexaminations or extensions or any foreign equivalence thereof and including the underlying inventions, and including all patents listed in Schedule B to this Agreement), trade-marks (whether registered or not) and trade-mark applications, trade dress, service marks, copyrights (whether registered or not), know-how, ideas, technical information, data, database, prototypes, test results, photos, research documentation, formulae, processes, specifications relating to raw materials, packaging, labeling and finished products, market information and list of past, current and/or potential clients, promotional material, actual or in the work, and all rights into such material, analytical processes to confirm specifications, as well as all inventions, licenses, trade secrets, industrial designs (whether registered or not), patterns, drawings, computer software (including source code and object code), concepts, methods, devices, master files, design history files, risk analysis, consultant opinions, documentation regarding production and manufacture, electronic files, designs, internal memos, methods used to assess stability of all products, data generated from such stability studies, including ongoing studies, all practices and procedures with respect to the compliance with applicable laws, and all methods and processes used to test the products of Biogentis relating to the Business (hereinafter the "Intellectual Property Rights");
- Any and all rights to sue for past and future infringement or other unauthorized use of any of the Intellectual Property Rights;
- Any and all rights in all agreements between Biogentis and any third party relating to the Business, including licenses, research funding and distribution agreements (and, without limitation, the agreements listed in Schedule C to this Agreement).

- 6 -

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first written above.

RAYMOND CHABOT INC.

Per: _____

Mr. Jean GAGNON

ORGANOGENESIS INC.

Per: _____

GARY S. GILLENKEY
Exec VP, COO & CFO

INTERVENTION

Biogentis intervenes to this Agreement, declares having taken cognizance of its provisions and being bound by same to the extent applicable to it.

BIOGENTIS INC.

Per: _____

CHRISTIAN LANGELOIS

W. J. THOMAS

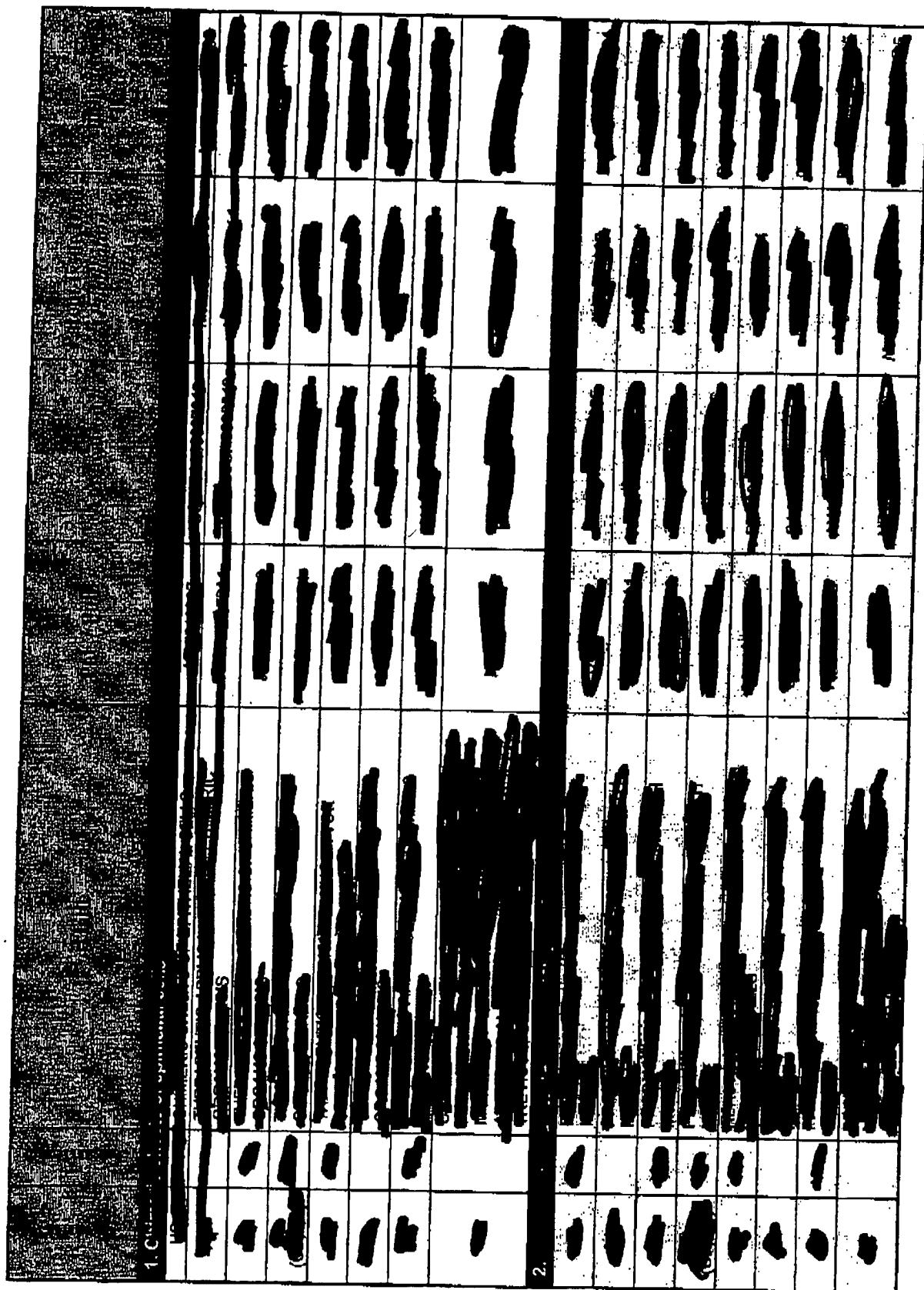
MARIO THOMAS

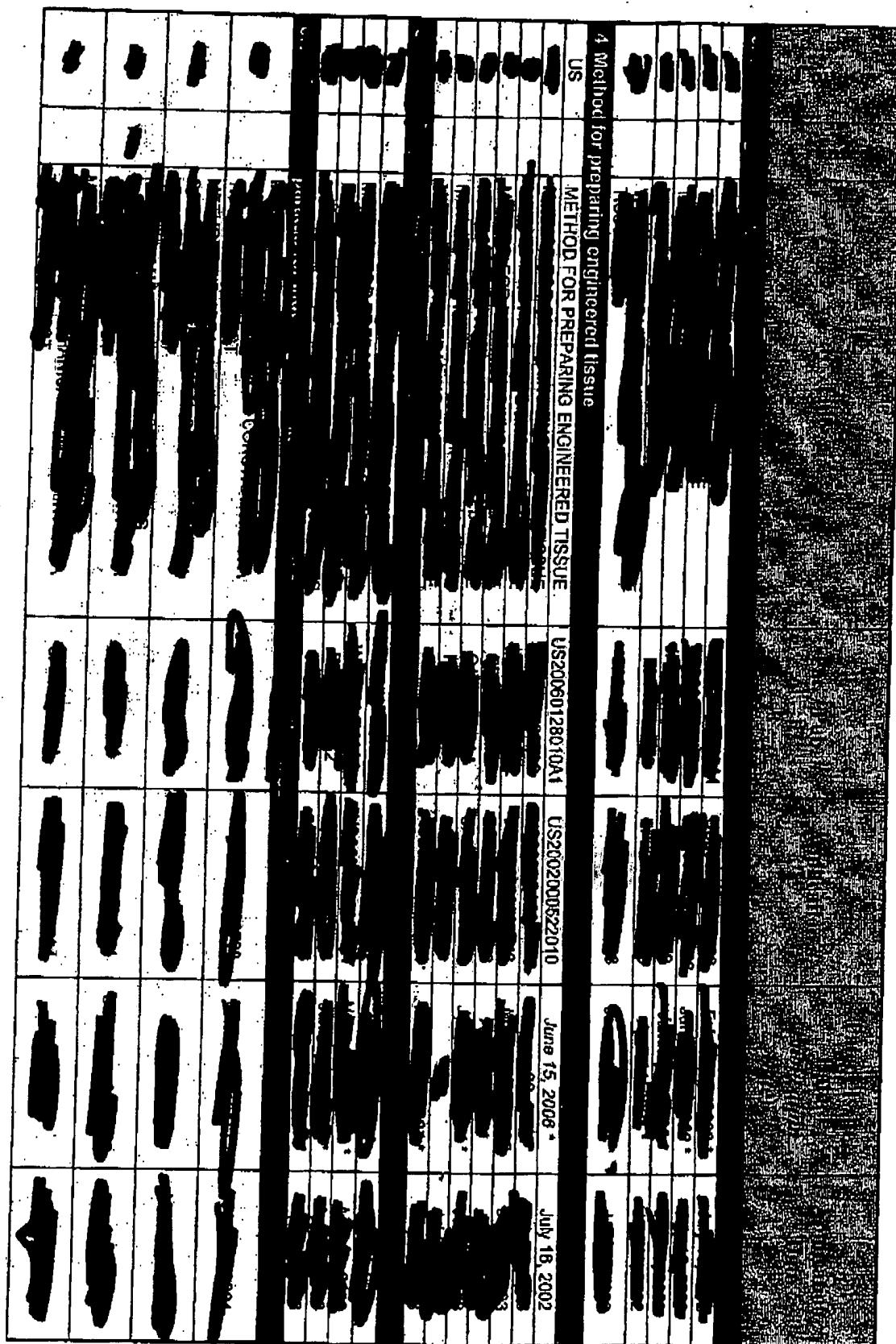
SCHEDULE B

PATENTS

(see attached document)

SCHEDULE B





CONFIRMATORY PATENT ASSIGNMENT

WHEREAS, by virtue of an order dated December 20, 2006 issued by the Superior Court of Quebec in court file no. 500-11-026072-054 (hereinafter referred to as the "Court Order"), RAYMOND CHABOT INC., as Interim Receiver to the assets of Biogentis Inc. (hereinafter referred to as the "Assignor") has been granted interim receiver by the Court the power and authority to sell, for and in the name of Biogentis Inc. (hereinafter referred to as "Biogentis"), a company of the Province of Quebec, Canada, having its principal place of business at 1550 Metcalfe, bureau 502, Montréal, Québec, H3A 1X6, without any warranty whatsoever, the assets of Biogentis including the rights of Biogentis in the patent and/or patent applications listed on the attached Schedule of Patents (hereinafter referred to as "Patents");

WHEREAS ORGANOGENESIS inc. (the "Assignee") has, on December 20, 2006, entered into an Assets Purchase Agreement with the Assignor whereby the Assignee has purchased (without any warranty whatsoever and at its own risks and peril) from the Assignor, acting in the aforesaid capacity on behalf of Biogentis, all of Biogentis' right, title and interest in and to all of the intellectual property rights related to tissue engineering, including, without limitation, all of the rights of Biogentis in and to the Patents;

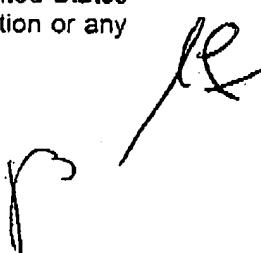
WHEREAS the Assignor has agreed to execute this agreement in order to confirm the transfer and assignment to the Assignee of, *inter alia*, the Patents.

For valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby confirm having sold, assigned and transferred, for and on behalf of Biogentis, to the Assignee, without any warranty whatsoever and at the Assignee's own risks and peril, all rights, title and interests of Biogentis in and to the Patents, and all reissues, provisionals, continuations, divisions, continuations-in-part, renewals, re-examinations, extensions or substitutes thereof, any other applications or patents claiming priority from the Patents, and any and all patent that may issue on any of the foregoing, together with any and all claims and demands Assignor may have, at law or in equity, arising out of past or present infringement thereof, to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor further agrees, without further consideration, to take such further action and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

Nothing herein shall be interpreted as increasing or amending the obligations of the Assignor or the Assignee under the above-mentioned Assets Purchase Agreement.

This Confirmatory Patent Assignment shall be governed by the laws of Quebec, without regard for any provisions relating to conflict of laws.

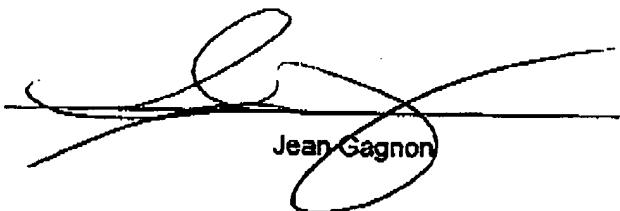
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or any patent issued thereon.



2.

EXECUTED AS A SEALED THIS 20 DAY OF December, 2006.

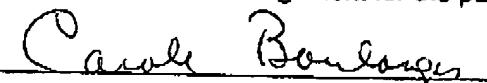
RAYMOND CHABOT INC. in its capacity as interim
receiver for and on behalf of BIOGENTIS INC.



Jean Gagnon

Date: December 20, 2006

I, Carole Boulanger, residing and domiciled at 600, La Gauchetière St West town of Montreal, province of Québec, Canada declare that I was personally present and did see Jean Gagnon, who acknowledges himself to be partner of RAYMOND CHABOT INC., execute this Assignment for the purpose therein contained by signing:



Carole Boulanger



I, Christine Gignac, residing and domiciled at 600, La Gauchetière St West town of Montreal, province of Québec, Canada declare that I was personally present and did see Jean Gagnon, who acknowledges himself to be partner of RAYMOND CHABOT INC., execute this Assignment for the purpose therein contained by signing:



Christine Gignac



[MTL_LAW9308971]

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PAGE 1/1 * RCVD AT 3/6/2009 2:57:59 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-4/0 * DNIS:2732885 * CSID:9194199354 * DURATION (mm:ss):03:58